

A RESOLUTION APPROVING THE LEASE OF
CERTAIN REAL ESTATE BETWEEN THE CITY
OF FORT WAYNE AND THE OXFORD COMMUNITY
ASSOCIATION.

WHEREAS, The City of Fort Wayne is the owner of a
certain parcel of real estate located at 1421 Oxford Street
in Fort Wayne, Indiana, and more specifically described in
Exhibit "A" attached hereto;

WHEREAS, The City desires to lease said real estate to
the Oxford Community Association for use as a community and/or
neighborhood center;

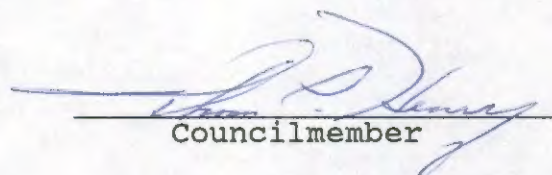
WHEREAS, The Association has agreed to pay the City for
the lease of said real estate;

WHEREAS, I.C. 36-1-11-8 requires Common Council
approval of any such lease.

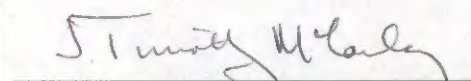
NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF
THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The lease of the real estate described in
Exhibit "A" to the Oxford Community Association in accordance
with the terms outlined herein is hereby approved and agreed
to. The appropriate officials of the City are hereby
authorized to execute all documents necessary to accomplish
said lease.

SECTION 2. This Resolution shall be in full force and
effect from and after its passage and any and all necessary
approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

LEASE

THIS AGREEMENT, made and entered into by and between the City of Fort Wayne by and through its Board of Public Works and Safety, hereinafter called "Lessor," and Oxford Community Association, hereinafter called "Lessee."

W I T N E S S E T H:

Lessor, pursuant to the authority delegated to it by the City of Fort Wayne, to operate, lease and exercise any and all authority relative to the daily operations of the above described realty and in consideration of the rents and covenants herein contained does hereby lease to Lessee the following described real estate in the City of Fort Wayne, County of Allen and State of Indiana, to wit:

Lot Number 82 in Kryder's Addition Extended to the City of Fort Wayne, Indiana, commonly known as 1421 Oxford Street.

TO HAVE AND TO HOLD, unto the said Lessee, for initial term of five (5) years, beginning as of the 1st day of July, 1989, and ending on the 30th day of June, 1994, and in consideration therefore Lessee does agree to pay rental in the amount of \$1.00 per year. If, however, the City of Fort Wayne as evidenced by resolution of the Common Council or the Lessor shall deem that such structure and/or the land on which it is situated is necessary to be used for public health, safety or welfare, or that damage has occurred to the real estate so as to render the leased premises are detrimental to/or a hazard to the public health, safety and welfare, or that such premises are not being used for the purposes which this lease and agreement intend or that such premises are not available and/or the programs and services operated and provided therein are not available without regard to race, color, national origin or sex, said lease may be terminated by said Lessor, this lease may be terminated upon ninety (90) days notice from Lessor to Lessee.

USE OF PREMISES

Lessee does covenant and agree that said premises shall be used for the following purposes, and no others

1. As a community and/or neighborhood center in which programs and activities are conducted for the benefit of the residents and property owners of the Oxford Community area; and
2. Surplus space may be sublet by Lessee, which subletting shall, however, be contingent upon review and approval by the Board of Public Works and Safety.

LESSEE ACCEPTS PREMISES

Lessee has examined said premises prior to and as a condition precedent to his/her acceptance and the execution hereof, and is satisfied with the physical condition thereof, and possession thereof shall be conclusive evidence of his/her receipt thereof in good order and repair and agrees and admits that no representation as to the condition or repair thereof has been made by Lessor or his agent, which is not expressed or endorsed below; and Lessee likewise agrees and admits that no agreement or promise to repair or improve said premises, either before or after the execution hereof, has been made by Lessor or his agent. No holding over by Lessee hereunder shall constitute a renewal or extension of the terms of this lease except upon written consent of Lessor.

LESSEE TO MAINTAIN PREMISES

Lessee shall keep the said premises and grounds in a clean, sightly and healthful condition, and in good repair at all times and shall yield the same back to the Lessor upon termination of the said lease, whether such termination shall occur by expiration of the term hereof or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at

the date of the execution hereof, loss by fire or by the elements, and reasonable wear and tear excepted. If, however, the said premises shall not thus be kept in good repair and in a clean, sightly and healthful condition by Lessee, as aforesaid, Lessor may enter the same by his/her agents, servants, or employees, without such entering causing or constitution a termination of this lease or an interference with the possession of the premises by Lessee, and lessor may replace the same, in the same condition of repair sightliness, healthfulness and cleanliness or existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of lessor in thus replacing the premises in that condition. lessee shall not permit any waste or misuse of the premises.

COVENANTS OF LESSEE

Lessee does further covenant and agree that it will pay all bills and charges for water, sewage, gas, electric current and heating costs, gas or oil and telephone service. Lessee will not use or occupy said premises to be used in violation of any law, order, or regulation of any governmental authority relating to the use or occupancy of said premises. Lessee further agrees that it will make no alterations or additions in or to said premises without written consent of said Lessor. Lessee agrees to permit said lessor, agents, and employees to enter upon said premises at all reasonable times, or examine the condition thereof; and that he/she will not assign this Lease or underlet said premises, nor any part thereof without the written consent of the Lessor.

Lessee shall be responsible for maintaining insurance on the premises. Lessee further agrees to be responsible for payment of the property taxes for 1421 Oxford Street - Oxford Community Center as they become due and payable. Lessee shall be responsible for keys to the building and shall provide keys to the building to the Lessor for inspection purposes.

COVENANTS OF LESSOR

Lessor hereby covenants and agrees with lessee that said Lessee, paying all the rents, and keeping and performing the covenants of this lease on his/her part to be kept and performed, shall subject to the provisions relative to the rights of the Common Council and the Lessor as stated shall peaceably and quietly hold, occupy and enjoy said premises during said term, without any hinderance or molestations by Lessor or any person or persons having or lawfully claiming under it; and provided further, that Lessor covenants and warrants that the leased premises may lawfully be used by the Lessee for the purpose for which they are leased.

ADDITIONAL COVENANTS

1. Lessee will maintain public liability insurance for accidents on the premises in an amount not less than \$100,000.00 per person and \$300,000.00 for a group of persons.
2. Lessee agrees that it will hold harmless the Lessor from any claim or loss occurring on the premises. This includes but is not limited to injury done to or by the Lessee's agents, independent contractor business invitees, licensees, or social invitees.
3. No subsequent modification of this contract shall be valid or binding, unless such modification is in writing, duly dated and signed by both parties.

RISK OF LOSS

In case any building on said premises or any substantial part of said premises without any fault or neglect of either party shall be destroyed or so injured by the elements or other cause, as to be unfit for occupancy, then this lease may be cancelled or terminated by either party at their election.

NOTICES

Any notice to be given under this lease shall be made in person by certified mail to Lessor at:

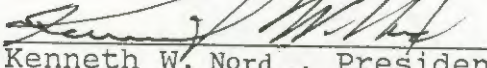
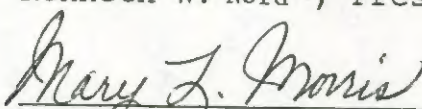
BOARD OF PUBLIC WORKS AND SAFETY
City-County Building - 9th Floor
One Main Street
Fort Wayne, Indiana 46802

and to Lessee at 1421 Oxford Street, Fort Wayne, Indiana c/o Oxford Community Association - or to such other address as may be given by either party in writing, in person or by certified mail. Notice, if made by certified mail shall be deemed given on date of postmark. This lease is contingent upon approval by the Common Council.

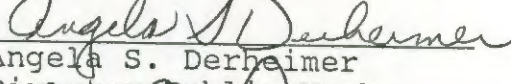
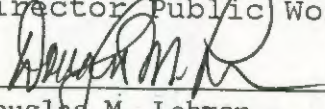
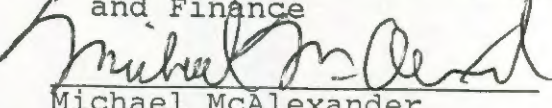
This lease and the covenants herein contained shall extend to and be binding upon the heirs, executors, and assigns of the parties to this lease.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 17th day of May, 1989.

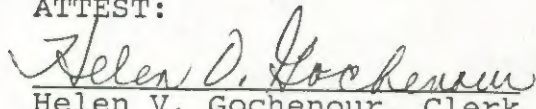
OXFORD COMMUNITY ASSOCIATION

BY: 
Kenneth W. Nord, President

Mary L. Morris, Vice President

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS
AND SAFETY

BY: 
Angela S. Derheimer
Director Public Works

Douglas M. Lehman
Director of Administration
and Finance

Michael McAlexander
Director of Public Safety

ATTEST:


Helen V. Gochenour, Clerk

STATE OF INDIANA)
)
COUNTY OF ALLEN) SS:

Before me, a Notary Public, in and for said County and State, on this 17th day of May, 1989, personally appeared Angels S. Derheimer, Douglas M. Lehman, and Michael McAlexander and each acknowledged the execution of the above and foregoing Lease to be their voluntary act and deed.

WITNESS my hand and Notarial Seal.

Carolyn S. Gschmann
Notary Public

MY COMMISSION EXPIRES: 6-16-91
RESIDENT OF Allen COUNTY.

STATE OF INDIANA)
)
COUNTY OF ALLEN) SS:

BEFORE ME, a Notary Public, in and for said County and State, on this 13th day of June, 1989, personally appeared Kenneth W. Gaud and also appeared Mary L. Morris and each acknowledged the execution of the above and foregoing Lease to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

Carolyn S. Gschmann
Notary Public

MY COMMISSION EXPIRES: 6-16-91
RESIDENT OF Allen COUNTY.

Read the first time in full and on motion by Henry, seconded by Edmond, and duly adopted, read the title and referred to the Committee on Finance (and City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 6-27-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Gia Quinta, seconded by Edmond, and duly adopted, placed on its passage. PASSED ~~Lost~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
STIER				
TALARICO	<u>✓</u>			

DATED: 8-1-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. Q-49-89

on the 1st day of August, 1989,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 2nd day of August, 1989, at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 4th day of August, 1989, at the hour of 2:30 o'clock P.M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Read the first time in full and on motion by _____,
seconded by _____, and duly adopted, read the _____
title and referred to the Committee on _____
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building,
Fort Wayne, Indiana, on _____, the _____, day
of _____, 19_____, at _____ o'clock _____ M., E.S.T.

DATED: _____

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by _____,
seconded by _____, and duly adopted, placed on its
passage. PASSED LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	_____	_____	_____	_____
<u>BRADBURY</u>	_____	_____	_____	_____
<u>BURNS</u>	_____	_____	_____	_____
<u>Edmonds</u> <u>GiaQUINTA</u>	_____	_____	_____	_____
<u>HENRY</u>	_____	_____	_____	_____
<u>LONG</u>	_____	_____	_____	_____
<u>REDD</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	_____
<u>STIER</u>	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	_____

DATED: _____

SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. _____

on the _____ day of _____, 19_____,

ATTEST

SEAL

SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the _____ day of _____, 19_____,
at the hour of _____ o'clock _____ M., E.S.T.

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this _____ day of _____,
19_____, at the hour of _____ o'clock _____ M., E.S.T.

PAUL HELMKE, MAYOR

D.P.

BILL NO. R-89-06-26

*Hold until
2/18/89*

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GIAQUINTA, CHAIRMAN
THOMAS C. HENRY, VICE CHAIRMAN
BRADBURY, SCHMIDT, BURNS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (~~ORDINANCE~~) (RESOLUTION) APPROVING THE LEASE

OF CERTAIN REAL ESTATE BETWEEN THE CITY OF FORT WAYNE AND THE
OXFORD COMMUNITY ASSOCIATION

HAVE HAD SAID (~~ORDINANCE~~) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(~~ORDINANCE~~) (RESOLUTION)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Mark E. Giaquinta

Thomas C. Henry

Bradbury

Schmidt

Burns

DATED: *8-1-89*

Sandra E. Kennedy
City Clerk

TITLE OF ORDINANCE Lease between City & Oxford Community AssociationDEPARTMENT REQUESTING ORDINANCE Board of Public Works & SafetySYNOPSIS OF ORDINANCE The lease between City and Oxford CommunityAssociation is for City-owned building located at 1421 OxfordStreet to be used as a community and/or neighborhood center inwhich programs and activities are conducted for the benefit ofthe residents and property owners of the Oxford Community area.This is for initial term of five years.Q-89-06-26EFFECT OF PASSAGE City owned building to be used for community center.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$1.00 per year

ASSIGNED TO COMMITTEE _____